

SERFF Tracking Number:	PRTB-125907293	State:	Arkansas
Filing Company:	Lyndon Property Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	PRTX VSC 11/08		
TOI:	21.6 Motor Vehicle Service Contracts	Sub-TOI:	21.6000 Motor Vehicle Service Contracts
Product Name:	PRTX VSC 11/08		
Project Name/Number:	PRTX VSC 11/08/PRTX VSC 11/08		

## Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: PRTX VSC 11/08

TOI: 21.6 Motor Vehicle Service Contracts

Sub-TOI: 21.6000 Motor Vehicle Service  
Contracts

Filing Type: Form

SERFF Tr Num: PRTB-125907293

SERFF Status: Closed

Co Tr Num: PRTX VSC 11/08

Co Status:

Author: Theresa Ritter

Date Submitted: 11/18/2008

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and  
received

Reviewer(s): Alexa Grissom, Betty  
Montesi

Disposition Date: 12/01/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal):

Effective Date (New): 12/01/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: PRTX VSC 11/08

Project Number: PRTX VSC 11/08

Reference Organization:

Reference Title:

Filing Status Changed: 12/01/2008

State Status Changed: 12/01/2008

Corresponding Filing Tracking Number:

Filing Description:

We are submitting this vehicle service contract for your review and approval. This filing is new and does not replace anything previously submitted.

Status of Filing in Domicile:

Domicile Status Comments: Forms are No File  
in Missouri, our domiciliary state.

Reference Number:

Advisory Org. Circular:

Deemer Date:

This vehicle service contract is sold at franchise and independent auto dealers for both new and used vehicles. The service contract offers coverage against breakdowns to the major components of the vehicle. These components include but are not limited to Engine, Transmission, Steering, Brake System and others. Coverage is also extended to

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ancillary benefits such as substitute transportation, towing, roadside assistance and more.

We may find it necessary to vary the layout of the information in the agreement schedule. These changes may become necessary in order to accommodate our data process system. Also, if necessary, the phone numbers and addresses may change

Your earliest review and acceptance of this filing is very much appreciated.

Theresa Ritter  
Regulatory Administration

## Company and Contact

### Filing Contact Information

Theresa Ritter, Product Filing Specialist	Theresa.Ritter@protective.com
14755 N. Outer Forty Road	(800) 950-6060 [Phone]
St. Louis, MO 63017	(636) 536-9323[FAX]

### Filing Company Information

Lyndon Property Insurance Company	CoCode: 35769	State of Domicile: Missouri
14755 N. Outer Forty Road	Group Code: 458	Company Type:
Suite 400		
St. Louis, MO 63017	Group Name:	State ID Number:
(800) 950-6060 ext. [Phone]	FEIN Number: 43-1139865	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lyndon Property Insurance Company	\$50.00	11/18/2008	24007936

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Alexa Grissom	12/01/2008	12/01/2008

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## **Disposition**

Disposition Date: 12/01/2008

Effective Date (New): 12/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	PRTX VSC 2008	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	PRTX VSC 2008	PRTX-1080	10/08	Other	New		0.00	PROTEX East&MdWst FINALNov17 2008.pdf

**PROTEX BY BARDAHL MFR. COMPANY, INC.**  
**VEHICLE SERVICE CONTRACT**  
**DECLARATIONS**

Last Name		First Name		Telephone		Contract No.	
Street Address						Client ID No.	
City		State	Zip		Customer No.		
Year	Make		Model	VIN Number			
Odometer Reading				Contract Purchase Date			
Dealer Name				Dealer I.D.		Telephone	
Address				City		State	Zip
Lienholder Name				Telephone			
Address				City		State	Zip
Plan Term _____ Months _____ Miles							
Vehicle Class _____ Plan Code _____ Contract Purchase Price _____							
\$200.00 Deductible				Validation Period: 30 days and 1,000 miles			
Surcharges: _____ Turbo/Supercharger _____ 1 ton Vehicle							

The purchase of this Contract is not required to either obtain financing or to purchase the item.

If You use a Protex specialty lubricant in Your Vehicle, and follow the recommended scheduled maintenance of Your Vehicle, You will qualify for a disappearing deductible under this Contract. When the Protex product is used, along with regular and scheduled maintenance, You will enjoy better dependability and performance of Your Vehicle.

Provider is not a party to a guaranteed price refund offered or made by the Dealer who sold this Contract or by a third party in connection with this Contract. Provider is not obligated or liable for payment of a guaranteed price refund unless Provider issues a guaranteed price refund in a separate document signed by the President of the Provider.

The Provider's obligations under this Contract are backed by: Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017, (800) 950-6060. You may also file a claim directly with the insurance company.

In connection with the purchase of this Contract, Your Dealer is also providing You road club membership services from Brickell Financial Services Motor Club, Inc., dba Road America Motor Club at no additional charge. The Provider of this Contract is not responsible in any way for those road club membership services.

If You cancel this Contract and do not receive a refund from the Dealer, Administrator or Provider, please contact the Insurance Company.

The undersigned purchaser of this Contract understands that parts and labor benefits are subject to the validation period stated above.

I agree that I have read and understand the above Contract provisions and implied warranty disclosure.

\_\_\_\_\_  
 Date Purchaser Signature Dealer Representative

Administered by: Protective Administrative Services, Inc.  
 Administrative Office: 51 Mill Street, Hanover, MA 02339, 1-800-267-1599  
 In New York, administered by: Western Diversified Services Inc.

In Washington, this Contract is between You, the Purchaser and Protective Administrative Services, Inc., the Provider.  
 In Arizona the Provider is Protective Administrative Services, Inc. 14755 N. Outer Forty Rd., St. Louis, MO 63017, 1-800-950-6060  
 In Florida and Oklahoma this Contract is between You and The Advantage Warranty Corporation (FL Certificate of Authority No. AL 60071)



## TERMS AND CONDITIONS

This Vehicle Service Contract, hereinafter referred to as “Contract”, is between the Purchaser of this Contract as named on the Declarations Page, hereinafter referred to as You, and Your, and Protective Administrative Services, Inc., (In California Provider License Number OB71048), hereinafter referred to as We, Us, Our and Provider. In Florida and Oklahoma the Contract is between You and The Advantage Warranty Corporation, (Florida Certificate of Authority Number AL 60071), hereinafter referred to as We, Us, Our and Provider. In New York this Contract is between You and Western Diversified Services, Inc., hereinafter referred to as We, Us, Our and Provider. Our administrative address is 51 Mill Street, Hanover, MA 02339.

In Maine this Contract is between the Purchaser of this Contract as named on the Declarations Page, hereinafter referred to as You, and Your, and the Dealer, hereinafter referred to as We, Us, Our and Provider.

We have contracted with Royal Administration Services, Inc., hereinafter referred to as Administrator, to administer this Contract. All inquiries should be directed to the Administrator. Toll-free assistance is available at (800) 267-1599.

“Vehicle”: means the Vehicle covered by this Contract, which is the one identified on the Declarations Page.

The Administrator will reimburse You for reasonable costs to repair or replace any of the covered parts listed in this Contract if required due to a mechanical breakdown, hereafter referred to as a loss. A “loss” is defined as the failure of a defective covered part or faulty workmanship of a covered part as originally supplied by the manufacturer. **It does not include gradual reduction in operating performance due to wear and tear.**

**Damaged parts may be replaced, depending upon availability, with like quality, used, rebuilt, remanufactured, or new parts.** When the cost of a repair for both parts and labor exceeds the cost of replacing the damaged unit with a used, rebuilt, or remanufactured unit, the Administrator reserves the right to select the method of repair. Dollar amount of authorization will be based on selected method of repair. Administrator at all times reserves the right to inspect Your Vehicle before providing any authorization in accordance herewith.

### Deductible

If Your Vehicle breaks down, You may be required to pay, to the repairing facility, the deductible stated on the Declarations Page of Your Contract per visit. If You qualify Your deductible may be waived (See section “Protex Deductible Waiver”).

### Protex Deductible Waiver

Protex is a specialty lubricant manufactured by Bardahl Mfr. Company, Inc. Your selling Dealer listed on the Declarations Page of Your Contract is an authorized Protex dealer that utilizes the Protex products. In the event that You incur a claim Your deductible listed on the Declarations Page of this Contract will be waived if: Protex has been added to Your Vehicle in accordance with the manufacturer’s directions by an authorized dealer; You have conducted all of Your Vehicle maintenance (see section “VEHICLE MAINTENANCE”) at Your selling Dealer, and Your selling Dealer is conducting the repair of Your Vehicle.

Labor: Labor costs for authorized repairs will be based on the average costs for similar repairs, or as nationally published. Labor time-capsules will be determined by a current nationally published flat-rate manual.

## VEHICLE MAINTENANCE

**Properly maintain Your Vehicle and KEEP THE RECEIPTS - This Contract is only valid if Your Vehicle has been maintained in accordance with the manufacturer’s specifications. Keep copies of all receipts (oil changes, lubrication, etc.). Proof of maintenance may be required when You file a claim. SEE SECTION: “Maintenance Requirements.”**

### Maintenance Requirements:

**1. You must have Your Vehicle checked and serviced in accordance with the manufacturer’s recommendations, as outlined in the Owner’s Manual for Your Vehicle. NOTE: Your Vehicle’s Owner’s Manual lists different servicing recommendations based on individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to Your conditions. Failure to follow the manufacturer’s recommendations that apply to Your specific conditions may result in the denial of Coverage.**

**2. It is required that You retain “Proof” of maintenance for the service and/or repair work performed on Your Vehicle, regardless if the work was performed by You or a repair facility. “Proof” means repair orders from a Licensed Repair Facility and/or a self-maintained maintenance log that has corresponding “purchase receipts” for oil and filter, coolant and brake system flush, etc. Pertinent information must be furnished to identify the Vehicle and the repairs performed, such as the Vehicle Identification Number (VIN#), date, mileage, parts and labor.**

**You are entitled to make a direct claim against the insurance company if the Administrator fails to pay any claim, within sixty (60) days after proof of loss has been filed with Administrator.** This Contract is backed by Lyndon Property Insurance Company, a Protective Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, Missouri 63017, (800) 950-6060.

### VALIDATION PERIOD

This Contract is subject to a validation period of time and mileage from the Contract Purchase Date. The length of the validation period for the Plan Term You have purchased is listed with Your Plan Term information on the Declarations Page of this Contract. There is no coverage during the validation period. Coverage will commence upon the expiration of the validation period. The Contract will expire according to the time and mileage of the Plan Term You have selected. The additional time and mileage contained in the validation period will be added to the Plan Term.

### EXPIRATION

This Contract expires by time or mileage, whichever occurs first. Mileage: The Contract expiration is measured from the odometer mileage of the Vehicle on the Contract Purchase Date. Time: the Contract expiration is measured from the Contract Purchase Date.

## COVERAGE SECTION

### WHAT IS COVERED

1. Engine: Crankshaft and bearings, oil pump, internal timing gears, timing chain, camshaft, camshaft bearings, valve lifters, rocker arm assemblies and push rods, pistons and rings, wrist pins, cylinders, connecting rods, distributor drive gear, all internal components of engine block and cylinder heads, if damage is caused by mechanical failure of an internally lubricated part. Gaskets and external seals will be covered if their replacement is necessary to complete an otherwise authorized repair. **Cracked engine block, cylinder heads, and piston cylinders are not covered.** Broken crankshaft is covered if break is caused by either bearings or piston failure. Valve guides are covered only when guide sleeves have not slipped below original position.
2. Transmission/Transaxle: The internal components of the automatic transmission or manual transmission. Drive chain gears, carrier bearings, and internal transaxle seal. The manual transmission case and automatic transmission case and torque converter, transfer case, drive gears, forks, bearing thrust washer, bushing, washer, and housing are covered, if damaged by the failure of internally lubricated parts.
3. Differential Assembly Components (2 & 4 wheel drive): (Front & rear) differential housing including pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, washers, axles, axle bearings.
4. Steering: Internally lubricated parts contained within the steering box and pump housing, including rack and pinion, control valves, internal oil control seals, bearings, and shafts, steering box and pump housings if damaged by the failure of internally lubricated parts.
5. Brake System: Master cylinder, wheel cylinders, disc brake calipers, ABS master cylinder, vacuum booster, hydraulic lines and fittings, pressure modulator valve, isolation dump valve, accumulator, wheel speed sensors.
6. Seals and Gaskets: Head gasket and intake manifold gaskets are covered for coolant leaks only on Vehicles with up to 125,000 miles at the time of failure.
7. Cooling System: Water pump, thermostat, mixture control valve, overflow reservoir.
8. Fuel System: Fuel pump, pressure regulator, fuel injector.
9. Substitute Transportation: Up to \$35.00 per day for a maximum of two days rental car coverage for authorized repairs which require more than 8 Hours of labor. Valid only through licensed rental agencies.
10. 24 Hour Roadside Assistance: Benefits are provided up to \$80.00 per occurrence. Within a 40 mile radius when towing is necessary, the covered Vehicle will be towed to the originating Dealer. Includes, but is not limited to: lock out service, battery assist, tow service and road assistance. If Your Vehicle requires Roadside Assistance, You must contact the Road Service Processing Center for prior approval and assistance.

**Please Note: The 24 Hour Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program. Fees for services incurred independently are NOT covered.**

**Benefits do not include the cost of any parts, fluids or fuels.**

### Surcharge Coverage

Turbo Charger/Supercharger: All internally lubricated parts due to mechanical failure.

1 Ton Vehicle

### WHAT IS NOT COVERED

#### ANY REPAIR OR REPLACEMENT MADE WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR

1. Any parts not listed under covered parts. Examples of parts not covered are: battery, brake drums, disc brake rotors, brake linings and disc brake caliper pads, shock absorbers, bolts, nuts, fasteners, standard transmission clutch assembly, and manual and hydraulic linkages. Passive or active safety and restraint systems and any sensors/components related to the operations of these systems.
2. Any breakdown caused by collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, overheating, freezing, rust or corrosion, windstorm, hail, water, or flood.
3. Any breakdown caused by misuse, abuse, negligence, lack of normal maintenance (adjustments, alignments, tune-ups, etc.), failure to protect Your Vehicle from further damage when a breakdown has occurred, failure to maintain proper levels of lubricants and/or coolants, or if Your Vehicle has been used for racing or any other forms of competitive driving, plowing snow, or for towing a trailer weighing in excess of 2,000 pounds or any Vehicle or object unless Your Vehicle is equipped with a factory-installed or authorized tow package.
4. The repair of valves and/or rings, if the purpose of such is simply to raise the engine's compression when a mechanical breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition which already existed when You purchased Your Contract or for a mechanical breakdown which occurred before You purchased Your Contract. Repair or replacement of any covered part if a breakdown has not occurred.
5. Any alterations which have been made to Your Vehicle, or You are using or have used Your Vehicle in a manner which is not recommended by the manufacturer, including the failure of any custom or add-on part.

- 6. INELIGIBLE VEHICLES:** Any Vehicle not expressly listed on the current Contract rate card or classification list: Vehicles with True Mileage Unknown (TMU); Vehicles over 1 ton classification, taxis, buses, and city and state owned Vehicles; Vehicles used for commercial purposes, racing competition, time trials or rallies; Vehicles modified from manufacturer's specifications; Vehicles not purchased/authorized through a licensed authorized agent; Vehicles with fifth wheel or a snow plow attachment; and Vehicles purchased by a minor. Any Vehicle that has been assigned a salvage title as a result of flood or fire damage. Vehicles that do not pass the Protex Vehicle Inspection.
- 7.** Prior repairs which are the subject of any third party warranty or any prior repairs where there is demonstrable negligence or failure in workmanship; Repairs for which the responsibility is covered by any warranty of the manufacturer such as extended drive train coverage, or a repairer's guarantee. Further, coverage under this Contract is similarly limited in the event of a breakdown if the manufacturer has announced its responsibility through any means including public recalls and factory service bulletins.
- 8.** Any breakdown caused by contamination of fluids, fuels, coolants, or lubricants, or rust or corrosion.
- 9.** Liability for damage to property, or for injury to or death arising out of the operation, maintenance or use of Your Vehicle described in this Contract, whether or not related to the part covered.
- 10.** Any loss caused by a lack of proper and necessary amount of coolants or lubricants.
- 11.** Maintenance Services and Parts described in Your Vehicle's owner's manual as supplied by the manufacturer. These include, but are not limited to: filters, lubricants, coolants, fluids, refrigerants, alignments, tune-ups, spark plugs, hoses, belts, brake pads, wiper blades, light bulbs, exhaust systems, trim moldings, upholstery, carpet and paint.

**LIMIT OF LIABILITY**

Our liability shall in no event exceed the limits stated below:

Limit of Liability:

<u>Per Claim</u>	<u>Plan Term of Contract</u>
Actual Cash Value	Actual Cash Value

Our liability under this plan shall in no event exceed the actual cash value (ACV) of Your Vehicle before breakdown as determined by standard industry practices. The total of all coverage and benefits paid or payable under this Contract shall not exceed the price You paid for Your Vehicle.

**CANCELLATION/TRANSFER**

**CANCELLATION OF CONTRACT**

All requests for cancellation shall be made to the selling Dealer. **Upon request for cancellation, submit to the selling Dealer the following:**

- 1) a written request for cancellation that includes Your signature,
- 2) a statement of Vehicle mileage at the time of cancellation,
- 3) proof of warranty purchase. Upon receipt of the required information, the Dealer will:
  - a) Pro rate cancellations based upon term or mileage, whichever is greater. The refund of the unearned premium is less any claim payments that have been approved.
    - 1.) If a request is made within thirty (30) days of purchase, a full refund will be allowed.
    - 2.) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.
  - b) The Administrator agrees to pay the pro-rata unearned refund based on the consideration received from the selling Dealer .
  - c) The selling Dealer agrees to pay the pro-rata unearned portion of the commission originated from the Program sales.
  - d) All other cancellations are subject to a fifty dollar (\$50.00) processing fee.

When a lending institution or the selling Dealer (in-house) has financed the purchase of this Contract, cancellations will be pro-rated based on time or mileage. The following procedures will apply:

- If a lending institution has financed the purchase of this Contract and the Contract is cancelled by You, the refund check will be made payable to the lending institution.
- If the Vehicle is repossessed by the lien holder, or if the Vehicle is either totalled or an unrecovered theft, the refund check will be made payable to the lien holder.
- All appropriate refund checks not involving a lien holder will be made payable to the selling Dealer.

**TRANSFER OF CONTRACT**

This Contract may be transferred upon sale of the Vehicle to another private party. The Contract transfer must be made at the time of the Vehicle transfer. You must request the transfer in writing, and it must be received by the Administrator within seven (7) days of the transfer. A fee of fifty dollars (\$50.00) must accompany the request to transfer, along with the following information:

**1. Name of New Owner 2. Address & Telephone Number 3. Vehicle Odometer Statement 4. Copy of Title showing transfer. This Contract must be given to the new owner at the time the Contract Transfer is completed. Transfer of Contract does not include transfer of the 24 Hour Roadside Assistance Program.**

## FINANCING AND PAYMENT PROVISIONS

### INSTALLMENT PAYMENT PROVISION

In the event that Your Contract is being paid for via a Retail Installment Contract (or its equivalent) which is terminated for non payment, the expiration date and mileage of the Contract will be modified to reflect the portion of the Contract that You have paid for. The modified expiration date and mileage of the Contract will be calculated on a pro-rata basis by adding the amount of time and mileage that You have paid for to the original in-service date and in-service mileage of the Contract. You may contact the Administrator toll-free at (800) 267-1599 for the modified terms of Your Contract.

### LIEN HOLDER CANCELLATION

If Your Vehicle and this Contract have been financed, the lien holder shown on the Declarations Page may cancel this Contract for the default of the loan contract or if Your Vehicle is declared a total loss due to an accident or theft or is repossessed. **In such event, immediate notification and submission of documents to the Administrator is required.**

### ARBITRATION

It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded, including the supplementary procedures for consumer related disputes (www.adr.org). When appropriate as requested by either party, the arbitration will be before a panel of three arbitrators selected as follows: (a) one by Us; (b) one by You; and (c) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If You or Us or any agent of Us have any dispute between or among them that is subject to arbitration and is related to any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, You and Us consent to a joining of the arbitration proceedings. You will not have the right to participate in a class action or any other collective proceeding against Us. Only a court, and not arbitrators, can determine the validity of this class action waiver.

- a. If You dispute Our determination to deny You benefits under this Contract, **You must submit written notice to Us of Your intent to arbitrate that dispute no later than sixty (60) days following Our determination.** Your failure to meet this time requirement will prevent You from disputing Our determination, whether through arbitration or otherwise.
- b. The arbitration shall take place within sixty (60) days of written notice of intent to arbitrate in a location near Your residence.
- c. Except for the filing fee and the costs You may incur to present Your case, the cost of the arbitration shall be borne by Us provided, however, that should the arbitrators find that You have raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by You.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrator or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. The agreement to arbitrate will survive the termination of this Contract.

IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

### TO FILE A CLAIM

**If Your Vehicle breaks down, take it to any reputable/licensed repair facility. You will need to provide the repair facility with a copy of Your Contract.**

**CLAIM PROCEDURE - NO REPAIRS OR MACHINE WORK ARE TO BE STARTED OR DAMAGED PARTS TO BE DISCARDED UNTIL FAILURE IS DIAGNOSED AND WORK IS AUTHORIZED BY THE ADMINISTRATOR. IT IS YOUR RESPONSIBILITY TO HAVE THE FAILURE PROPERLY DIAGNOSED. YOU ARE RESPONSIBLE FOR AUTHORIZING THE TEAR DOWN AND THE INSPECTION BY THE REPAIR FACILITY, BUT ONLY TO THE POINT WHERE THE DAMAGE IS VISIBLE OR DETERMINABLE. YOUR VEHICLE MAY BE REPAIRED AT ANY LICENSED REPAIR FACILITY OF YOUR CHOICE.**

THE SERVICE MANAGER MUST:

1. Obtain Your authorization to inspect and/or tear down Your Vehicle in order to determine the cause of failure and cost of the repair.
2. Call the Administrator to verify Your coverage and to obtain a Claim Authorization Number. For Claims/Customer Service (800) 267-1599.
3. Review Your coverage with You to explain what will be covered by the Contract and what portions of the repairs, if any, will not be covered.



## WHEN YOU PICK UP YOUR VEHICLE, YOU MUST

1. Review the work performed with the service manager.
2. Pay the deductible amount shown on the Declarations Page per visit.
3. Pay for any charges not covered by the Contract.
4. Have an authorization number.

## PAYMENT OR REIMBURSEMENT OF CLAIMS

**PAYMENT OPTION:** When the damage and repair falls within the scope of this Contract, and authorization to proceed with the repair is obtained from the Administrator and the repair work is completed, We will then reimburse You or the repair facility for the approved cost of the work performed on Your Vehicle that is covered by this Contract less the Deductible, if any. The Administrator will arrange for such payment by check or nationally recognized credit card (usually Visa®, Mastercard® or American Express®).

**REIMBURSEMENT OPTION:** You or the repair facility may claim reimbursement from the Administrator, by submitting the paid invoice to the address below.

**Claims must be submitted within one hundred eighty (180) days from the Administrator authorization date to qualify for reimbursement. The following information must be included with Your paid invoice and is generally supplied to You by the repair facility You selected.**

1. Your mechanical complaint.
2. Itemized listing of replacement parts names, numbers and prices.
3. Description of labor and charges necessary to correct the mechanical failure.
4. Vehicle Mileage.
5. Date of Repair.
6. Authorization and Contract number.
7. Completed repair order (all applicable sublet repair bills). Rental Car Contract charges (licensed rental agency only) will be reimbursed to You upon receipt by the Administrator of the paid rental Contract charges.

### **ROAD CLUB MEMBERSHIP SERVICES, CALL 1-866-520-4361**

**Please note, this is not a reimbursement program. The Road Club Membership Services are provided independent of this Contract, by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club with offices located at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126.**

#### **Services Include:**

Towing Assistance; Extended Car Rental; Road Hazard; Flat Tire Assistance; Oil, Fluid and Water Delivery Service; Fuel Delivery Service; Lock-Out Assistance; Battery Assistance; Collision Assistance; Policy Protection; \$500 Emergency Travel Reimbursement; Road Hazard with Tire and Wheel Protection.

24-Hour Roadside Assistance services are provided 365 days a year throughout the United States and Canada. Covered Services are available to You up to the program's eighty dollar (\$80.00) benefit limit per occurrence without any additional payments required.

**Members are responsible for any non-covered expenses.**

**Notice:** This Contract is backed by Lyndon Property Insurance Company, a Protective Company, 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017. Lyndon Property Insurance Company's toll-free telephone number is (800) 950-6060. If the Administrator does not settle Your claim, You may submit Your claim directly to Lyndon Property Insurance Company. In New York, Our obligations as pertains to this Contract are backed by Old Republic Insurance Company. If any valid claim is not paid within sixty (60) days after proof of loss has been filed with Us, You may contact Old Republic Insurance Company by writing Policyholder Services: 14755 North Outer Forty Rd., Suite 400, St. Louis, MO 63017.

Administered by: Protective Administrative Services, Inc.  
Administrative Office: 51 Mill Street, Hanover, MA 02339, 1-800-267-1599  
In New York, administered by: Western Diversified Services Inc.

In Washington, this Contract is between You, the Purchaser and Protective Administrative Services, Inc., the Provider. In Arizona the Provider is Protective Administrative Services, Inc. 14755 N. Outer Forty Rd., St. Louis, MO 63017, 1-800-950-6060 In Florida and Oklahoma this Contract is between You and The Advantage Warranty Corporation (FL Certificate of Authority No. AL 60071)

## STATE REQUIREMENTS

The following Special State Requirements and/or Disclosures apply if this Contract was purchased in one of the following states:

### ALABAMA

Under CANCELLATION OF CONTRACT item 3.d. is deleted and replaced with the following:

d. All cancellations made by You after 30 days are subject to a twenty-five (\$25.00) dollar processing fee. If We cancel this Contract no cancellation fee will be charged.

The following is added to the Cancellation of Contract provision:

A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract.

### ALASKA

Under WHAT IS NOT COVERED, Section 3. is amended by adding the following:

This Contract does provide Coverage if Your Vehicle is used for snow removal, provided Your Vehicle is properly equipped for such use and is not used commercially.

The following language is added to TO FILE A CLAIM:

Any undisputed portion of a claim will be paid within thirty (30) days after proof of loss has been filed. If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the Insurance Company.

Under CANCELLATION OF CONTRACT item 3 is deleted and replaced with the following:

In the event of cancellation of this Contract within sixty (60) days from the date of purchase of the Vehicle, We agree to refund the full purchase price to You. If this Contract is cancelled beyond sixty (60) days from the date of purchase of the Vehicle, We will calculate and make a pro-rata refund based on time or mileage, whichever refund is less. Said refund will be calculated less seven and one-half percent (7.5%) of unearned premium not to exceed fifty dollars (\$50.00).

The refund will be returned within forty-five (45) days of receipt of cancellation request or effective date of cancellation whichever is later.

The following is added to the CANCELLATION OF CONTRACT provision:

If We cancel this Contract, We shall mail a written notice of cancellation to You at Your last known address at least sixty (60) days before the effective date of the cancellation. However, if We cancel this Contract for nonpayment of the Contract price, or for failure or refusal by You to provide the information necessary to determine the premium, We will mail a written notice of cancellation to You at Your last known address before the twentieth (20th) day preceding the effective date of cancellation. If We cancel this Contract for conviction of You of a crime having as one of its necessary elements an act increasing a hazard insured against or for discovery of fraud or material misrepresentation made by You or a representative of You in obtaining this Contract or by You in pursuing a claim under the Contract, written notice shall be mailed to You at Your last known address at least ten (10) days before the effective date of the cancellation.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding.

### ARIZONA

The following is added to the PAYMENT OR REIMBURSEMENT OF CLAIMS section: If a covered claim is not paid within thirty (30) days after proof of loss has been filed, You may file a claim directly with the insurance company.

ARBITRATION is amended by adding the following:

Arbitration does not preclude Your right to file a complaint with the Arizona Department of Insurance Consumer Affairs Division at 2910 North 44th Street, Suite 210, Phoenix, AZ 85018.

### ARKANSAS

Under CANCELLATION OF CONTRACT, Section 3. Subsection d. is deleted and replaced with the following:

All other cancellations are subject to a \$50.00 cancellation fee.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding.

Item d. of the ARBITRATION provision is deleted in its entirety.

The following is added to the Contract:

Punitive Damages are those imposed to punish a wrongdoer and to deter others from similar conduct. Exemplary Damages are those awarded in addition to actual damages.

### CALIFORNIA

The following language is added to the Contract:

Performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Contract has been denied or has not been honored within sixty (60) days after the date proof of loss was filed. The name and address of the insurance company is: Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, Missouri 63017. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357.

The following is added to the TERMS AND CONDITIONS provision:

The toll-free number for Protective Administrative Services, Inc. is 1-800-950-6060.

DEFINITIONS - The definition of a Breakdown is deleted and replaced with the following:

Breakdown - Means the failure of a covered part under normal service due to defects in material and parts.

Item 4 under WHAT IS NOT COVERED is revised to read as follows:

4. The repair of valves and/or rings, if the purpose of such is simply to raise the engine's compression when a mechanical breakdown caused by the failure of a covered part has not occurred. This is considered normal wear and tear, and not a mechanical breakdown. Also, no benefit is provided for a condition which already existed when You purchased Your Vehicle or for a mechanical breakdown which occurred before You purchased Your Vehicle. Repair or replacement of any covered part if a breakdown has not occurred.

The CANCELLATION OF CONTRACT provision is deleted and replaced with the following:

1. You may cancel this Contract at any time in accordance with the following terms:

- a. Contact the selling Dealer by a signed written request, within sixty (60) days after the requested cancellation date, enclose this Contract, an odometer statement and proof of Contract purchase.
- b. If this Contract is cancelled because the Vehicle is repossessed, the lien holder or creditor will be the sole payee of the refund.
- c. If this Contract is cancelled because of a total loss of the Vehicle, the lien holder or creditor will be the sole payee of the refund.
- d. If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Contract charge, whichever is less.

2. We may cancel this Contract within the first sixty (60) days under the following conditions:

- a. Notice of cancellation is mailed to You postmarked before the sixty first (61st) day after the date the Contract was sold by the Dealer.
- b. We will refund the entire Contract charge paid within the first thirty (30) days from the date of cancellation. However, if We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro-rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation.
- c. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
- d. The notice states the specific grounds for the cancellation.

3. We may at any time cancel the Contract for nonpayment by You, conditioned upon each of the following:

- a. Notice of cancellation is mailed to You.
- b. If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Contract charge, whichever is less.
- c. The refund is paid within thirty (30) days of the date of cancellation.
- d. The Contract ceases to be valid no less than five (5) days after the postmark date of the notice.
- e. The notice states the specific grounds for the cancellation.

4. We may at any time cancel the Contract for material misrepresentation or fraud by You, conditioned upon each of the following:

- a. Notice of cancellation is mailed to You.
- b. A pro-rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins is paid within thirty (30) days of the date of cancellation.
- c. The notice states the specific nature of the misrepresentation.

5. If We cancel the Contract, We are liable for any claim reported to a person designated in this Contract for the reporting of claims if the claim is reported prior to the effective date of cancellation and is covered by the Contract. You are deemed to have reported a claim if You have completed the first step required under the Contract for reporting a claim.

6. If We are canceling this Contract pursuant to subdivision 3, 4, or 5 and We have paid a claim, or have advised You in writing that We will pay a claim, We may provide a pro-rata refund reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less the amount of any claims paid prior to cancellation rather than a full refund.

7. In the event of cancellation, the lien holder, if any, will be named on a cancellation refund check as their interest may appear.

The first paragraph of the ARBITRATION provision, is deleted and replaced with the following;

ARBITRATION: It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. If You have contacted the insurance company and the California Department of Insurance and You are not satisfied with the response, any controversy or dispute arising out of or relating in any way to this Contract or the sale thereof, including for recovery of any claim under this Contract and including the applicability of this arbitration clause and the validity of this Contract, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitrability will be decided by the arbitrator.

Section a. of the ARBITRATION provision is deleted and replaced with the following:

- a. If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute as soon as practical following Our determination.

## **COLORADO**

The following is added to this Contract: In Colorado, the policy number is 81-05-W807-0902.

## **CONNECTICUT**

The following is added to this Contract:

Section 42-221 of the Connecticut General Statute requires an automobile Dealer, unless otherwise expected, to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with a sale price of \$3000 but less than \$5000:

- Provides coverage for 30 days or 1,500 miles, whichever occurs first.

Used Vehicles with a sale price of \$5000 or more:

- Provides coverage for 60 days or 3,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the Dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

The following is added to the TERMS AND CONDITIONS provision:

If the term is less than 12 months, the term will automatically be extended for the period during which the Vehicle is in the custody of a licensed repair facility.

The following is added to the CANCELLATION OF CONTRACT provision: You may cancel the Contract if You return the Vehicle or the Vehicle is lost, stolen, or destroyed.

The ARBITRATION provision is deleted in its entirety and replaced with the following:

If You purchased this Contract in Connecticut, You may pursue arbitration to settle disputes between You and the Provider of this Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the Vehicle and cost of repair, and include a copy of the Contract.

The following is added under the TERMS AND CONDITIONS section:

If the Contract Term is less than 12 months, the term will be automatically extended for the period during which the Vehicle is in the custody of a Service center for repair.

## **FLORIDA**

This Contract is between You and The Advantage Warranty Corporation, a Florida Service Contract Company. The Advantage Warranty Corporation has Contracted with Royal Administration Services, Inc. to handle the administrative functions of this Contract. All inquiries should be directed to Royal Administration Services, Inc. at (800) 267-1599.

The first section of the CANCELLATION OF CONTRACT provision is deleted and replaced with the following:

If You cancel this Contract within sixty (60) days of the effective date of this Contract, You will receive a full refund less any claims paid. An administration fee of fifty dollars (\$50.00) or five percent (5%) of the gross Contract price paid, whichever is less will be charged. If You cancel the Contract after the first sixty (60) days, the amount of any refund will be ninety percent (90%) of the unearned pro-rata Contract price. We may cancel this Contract within the first sixty (60) days for any reason, after sixty (60) days the Administrator may only cancel for the following reasons:

- a. There has been a material misrepresentation or fraud at the time of the sale of the Contract.
- b. You have failed to maintain the Vehicle as prescribed by the manufacturer;
- c. The odometer has been tampered with or disabled and You have failed to repair the odometer; or
- d. Nonpayment of premium by You, in which case the Administrator shall provide You notice of cancellation by certified mail.

If We cancel this Contract, You will receive a refund not less than one hundred percent (100%) of the paid unearned pro-rata Contract price.



The last sentence of the CANCELLATION OF CONTRACT provision is deleted and replaced with the following.

All appropriate refund checks not involving a lien holder will be made payable to You.

The following language is added to the TO FILE A CLAIM provision:

A claim for repairs under the Contract can be initiated by the Contract Purchaser or his/her selected repair facility by calling toll-free (800) 267-1599. For emergency repairs, should a breakdown occur after the Administrator's normal business hours or on a national holiday and the cost of repair(s) is \$350 or less, the pre-authorization amendment is amended. The Administrator must still be contacted the first working day following the breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

The ARBITRATION provision is amended to state that arbitration is voluntary. The decision to arbitrate must be mutually agreed upon by You and Us at the time of the dispute.

## **GEORGIA**

Under CANCELLATION OF CONTRACT, Section 3. Subsection a. 1.) is deleted and replaced with the following:

a. 1.) If this Contract is canceled within the first sixty (60) days and no claim has been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administrative fee of 10% of the pro-rata refund amount will be applied if this Contract is canceled by You. In the event of cancellation, if this Contract is financed, the lien holder, if any, will be named on a cancellation refund check as their interest may appear. If You have canceled this Contract and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Contract.

The following is added to the CANCELLATION/TRANSFER Section:

This Contract is non-cancelable by Us except for fraud, material misrepresentation or failure to pay premium. In the event of cancellation for fraud or material misrepresentation, such cancellation shall be made in writing to You and the lien holder. Cancellation shall not be in effect less than thirty (30) days from the date of the notice. Cancellation for nonpayment of premium will be made by providing not less than ten (10) days notice to You and the lien holder.

If We cancel this Contract, earned premiums shall be completed on a pro rated basis and the refund will be made within fifteen (15) days of the notice of cancellation.

The following is added to the Contract regarding the Contract Validation Period:

The validation period does not apply when the automobile manufacturer or Dealer provides an underlying warranty with the sale of the Vehicle in accordance with Georgia state laws and regulations. Claims occurring during this period should be reported to the selling Dealer or manufacturer.

The ARBITRATION provision is deleted in its entirety.

The following is added under the TO FILE A CLAIM Section: The inspection, teardown and/or diagnostic fees for covered repairs are covered under this Contract.

## **HAWAII**

DEFINITIONS - The definition of Breakdown is deleted and replaced with the following:

Breakdown - Means the failure of a covered part under normal service due to defects in material and workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts.

Hawaii Revised Statutes requires an automobile Dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 25,000 miles at the time of sale:

- Provides coverage for 90 days or 5,000 miles, whichever occurs first.

Used Vehicles with 25,000 miles or but less than 50,000 miles at the time of sale:

- Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 50,000 miles or more but not more than 75,000 miles at the time of sale:

- Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:

In addition to the Dealer warranty required by this law, You have elected to purchase this Contract which may provide You with additional protection during the Dealer warranty period and provides protection after the Dealer warranty has expired. You have been charged separately only for this Contract. The required Dealer warranty is provided free of charge. Furthermore, the definitions, coverages and exclusions stated in this Contract apply only to this Contract and are not the terms of the required Dealer warranty.

### **The following is added under WHAT IS COVERED:**

We may require the use of rebuilt, remanufactured, or parts of like kind and quality to fulfill Our repair requirements under this Contract.

Obligations of the Administrator under this Contract are insured under a contractual liability insurance policy.

The following are changes to the CANCELLATION OF CONTRACT Section:

Item 1.) under section 3) a) is deleted and replaced with the following: a. If You return this Contract within thirty (30) days of the date the Contract was mailed to You and if no claim has been made, the Contract shall be void and You shall receive the full purchase price of the Contract. A cancellation fee will not be charged. A ten percent (10%) penalty per month shall be added to the refund that is not paid or credited within forty-five (45) days after the return of the Contract to Us.

The following is added to this section:

If We cancel the Contract for any reason other than nonpayment of the Contract charge, material misrepresentation by You, or a substantial breach of duties by You, Administrator shall mail a written notice to You at Your last known address at least five (5) days prior to cancellation by the Administrator. Such notice shall state the effective date of the cancellation and the reason for the cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the return of the Contract to the Administrator.

## **IDAHO**

Notice - Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association.

## **ILLINOIS**

Under CANCELLATION OF CONTRACT, sections 1), 2) and 3) a-d are deleted and replaced with the following:

All requests for cancellation shall be made to the Administrator. Upon request for cancellation, submit to the Administrator the following:

- 1.) a written request for cancellation that includes Your signature,
- 2.) a statement of Vehicle mileage at the time of cancellation,
- 3.) proof of Contract purchase. Upon receipt of the required information, We will:
  - a.) Calculate and determine the pro-rata refund percentage figure based on the time or mileage, whichever refund is less.
    - 1.) If a request is made within thirty (30) days of purchase, a full refund will be allowed.
    - 2.) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.
  - b.) All other cancellations are subject to a fifty dollar (\$50.00) processing fee or 10% of the Contract charge, whichever is less.

## **INDIANA**

Your proof of payment to the issuing Dealer for this Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to You, provided such insurance was in effect at the time You purchased this Contract.

## **FOR IOWA RESIDENTS ONLY**

If You have any questions regarding this Contract, You may contact the Administrator by mail or by phone. Refer to the Declarations Page for the Administrator's address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moines, Iowa 50319. Any motor Vehicle weighing 16,000 pounds or more is not covered under Iowa Code 3211.

Under Cancellation of Contract Section, Item 3) a-d is deleted and replaced with the following:

3) proof of warranty purchase. Upon receipt of the required information, the amount of any refund for which You may qualify, and that We may pay You or the Dealer, or lien holder or creditor will be determined by Us. It will be the lesser amount yielded by the following two computation methods, less a fifty (\$50) administrative fee.

The first method is the pro-rata method based upon the number of months of the Contract term, expired at the time of cancellation. The second method is the pro-rata method based upon the number of miles of the Contract term in thousands of miles or portion thereof, expired at the time of cancellation. You will receive a full refund if You cancel the Contract within thirty (30) days of the Contract Sale Date of this Contract and have not incurred a claim. If You cancel this Contract We will mail You written notice of termination within fifteen (15) days of the termination. A ten percent (10%) penalty will be added to any refund that is not paid or credited within thirty (30) days after the return of this Contract to Us.

## **KENTUCKY**

Under WHAT IS COVERED item is only available if the benefit is directly related to loss resulting from defects in material or workmanship.

## **LOUISIANA**

The following are changes under the CANCELLATION OF CONTRACT section:

Under the first paragraph of this section the following is added: You may cancel this Contract at any time.

Item 3. Subsection a. is amended to read as follows: a.) Cancellations are pro rated based upon term or mileage, whichever is greater.

## **MARYLAND**

Under CANCELLATION OF CONTRACT, Item 3) a) 1.) is deleted and replaced with the following:

1.) If a request is made within thirty (30) days, and if no claims have been paid, a full refund will be allowed and no cancellation fee will apply. If the refund is not paid within forty-five (45) days after return of this Contract, a ten percent (10%) penalty per month shall be added to the refund.

## MASSACHUSETTS

NOTICE TO CUSTOMER: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS COVERAGE IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Chapter 90, Section 7N 1/4 of Massachusetts General Laws requires an automobile Dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 40,000 miles at the time of sale:

- Provides coverage for 90 days or 3,750 miles, whichever occurs first.

Used Vehicle with 40,000 miles or more but less than 80,000 miles at the time of sale:

- Provides coverage for 60 days or 2,500 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but less than 125,000 miles at the time of sale:

- Provides coverage for 30 days or 1,250 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverage, and exclusions stated in this Contract apply only to this Contract and not the terms of the required dealer warranty.

The CANCELLATION/TRANSFER sections are amended as follows: No cancellation or transfer fees will be charged in Massachusetts.

The first paragraph under TO FILE A CLAIM is deleted and replaced with the following: If Your Vehicle breaks down, take it to any reputable/licensed repair facility. You will need to provide the repair facility with a copy of Your Contract, if possible.

## MINNESOTA

This Contract excludes and is not designed to duplicate used vehicle coverages that are mandatory under Minnesota Statute 325F.662 Subd. 2. This Contract provides such statutory coverage through the insurance carrier indicated in the TERMS AND CONDITIONS section of this Contract only in the event that the Dealer becomes financially unable to meet Our statutory obligations.

Full coverage under this Contract begins after thirty (30) days if at the time of purchase the Vehicle has 36,000 or more miles or after sixty (60) days if the Vehicle has less than 36,000 miles. All coverages listed in this Contract are in addition to those required by Minnesota Statute 325F.662 Subd. 2.

## MISSISSIPPI

### ARBITRATION

**IT IS UNDERSTOOD AND AGREED THAT THE TRANSACTION EVIDENCED BY THIS CONTRACT TAKES PLACE IN AND SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE. ANY CONTROVERSY OR DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT OR THE SALE THEREOF, INCLUDING FOR RECOVERY OF ANY CLAIM UNDER THIS CONTRACT AND INCLUDING THE APPLICABILITY OF THIS ARBITRATION CLAUSE AND THE VALIDITY OF THIS CONTRACT, SHALL BE RESOLVED BY NEUTRAL BINDING ARBITRATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROVISIONS OF THE MOST APPROPRIATE DISPUTE RESOLUTION PROGRAM OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT AT THE TIME THE ARBITRATION IS DEMANDED, INCLUDING THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (WWW.ADR.ORG). WHEN APPROPRIATE AS REQUESTED BY EITHER PARTY, THE ARBITRATION WILL BE BEFORE A PANEL OF THREE ARBITRATORS SELECTED AS FOLLOWS: (A) ONE BY US; (B) ONE BY YOU; AND (C) ONE BY THE ARBITRATORS PREVIOUSLY SELECTED. THE ARBITRATORS WILL BE SELECTED AS PROVIDED IN THE AAA RULES GOVERNING THE ARBITRATION. IF YOU OR US OR ANY AGENT OF US HAVE ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE BETWEEN OR AMONG THEM THAT IS SUBJECT TO ARBITRATION AND IS RELATED TO ANY DISPUTE COVERED BY THIS ARBITRATION CLAUSE, YOU AND US CONSENT TO A JOINING OF THE ARBITRATION PROCEEDINGS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE PROCEEDING AGAINST US. ONLY A COURT, AND NOT ARBITRATORS, CAN DETERMINE THE VALIDITY OF THIS CLASS ACTION WAIVER.**

**A. IF YOU DISPUTE OUR DETERMINATION TO DENY YOU BENEFITS UNDER THIS CONTRACT, YOU MUST SUBMIT WRITTEN NOTICE TO US OF YOUR INTENT TO ARBITRATE THAT DISPUTE NO LATER THAN SIXTY (60) DAYS FOLLOWING OUR DETERMINATION. YOUR FAILURE TO MEET THIS TIME REQUIREMENT WILL PREVENT YOU FROM DISPUTING OUR DETERMINATION, WHETHER THROUGH ARBITRATION OR OTHERWISE.**

**B. THE ARBITRATION SHALL TAKE PLACE WITHIN SIXTY (60) DAYS OF WRITTEN NOTICE OF INTENT TO ARBITRATE IN A LOCATION NEAR YOUR RESIDENCE.**

- C. **EXCEPT FOR THE FILING FEE AND THE COSTS YOU MAY INCUR TO PRESENT YOUR CASE, THE COST OF THE ARBITRATION SHALL BE BORNE BY US PROVIDED, HOWEVER, THAT SHOULD THE ARBITRATORS FIND THAT YOU HAVE RAISED A DISPUTE WITHOUT SUBSTANTIAL JUSTIFICATION, THE ARBITRATOR SHALL HAVE THE AUTHORITY TO ORDER THAT THE COST OF THE ARBITRATION PROCEEDINGS BE BORNE BY YOU.**
- D. **IT IS UNDERSTOOD AND AGREED THAT THE ARBITRATION SHALL BE BINDING UPON THE PARTIES, THAT THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THAT AN ARBITRATION AWARD MAY NOT BE SET ASIDE IN LATER LITIGATION EXCEPT UPON THE LIMITED CIRCUMSTANCES SET FORTH IN THE FEDERAL ARBITRATION ACT.**
- E. **ALL STATUTES OF LIMITATION THAT WOULD OTHERWISE BE APPLICABLE SHALL APPLY TO ANY ARBITRATION PROCEEDING. NEITHER PARTY SHALL BE PRECLUDED FROM INSTITUTING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO OBTAIN A TEMPORARY RESTRAINING ORDER, A PRELIMINARY INJUNCTION OR OTHER EQUITABLE RELIEF TO PRESERVE THE STATUS QUO OR PREVENT IRREPARABLE HARM PENDING THE SELECTION OF THE ARBITRATOR OR THE COMMENCEMENT AND COMPLETION OF THE ARBITRATION HEARING. NEITHER PARTY MAY RECOVER EXEMPLARY DAMAGE AWARDS IN ANY ARBITRATION PROCEEDING.**
- F. **THE AGREEMENT TO ARBITRATE WILL SURVIVE THE TERMINATION OF THIS CONTRACT.**

**IF THIS CONTRACT IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

Under TO FILE A CLAIM - Section 2, is modified as follows: In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but, payment will be made in accordance with this Contract.

#### **MISSOURI**

The following is added to the Declarations Page: The Provider's obligations under this Contract are guaranteed under a contract reimbursement insurance policy. If You do not receive a satisfactory response from Us within sixty (60) days, You should contact Lyndon Property Insurance Company by writing to: Lyndon Property Insurance Company, 14755 N. Outer Forty Rd., St. Louis, MO 63017. The toll-free number is (800) 950-6060.

The Provider/Obligor is Protective Administrative Services, Inc. The following are changes under the CANCELLATION OF CONTRACT Section:

The following is added to item 3) a) 1.): No cancellation fee will apply.

Item d) is amended by adding the following: If You cancel this Contract, written notice of cancellation will be mailed to You within fifteen (15) days of the date of cancellation.

Item e) is added to this section: A ten percent (10%) penalty per month shall be added to a refund that is not paid within thirty (30) days of return of the Contract.

The following are changes under the Arbitration Section:

Items b. and d. are deleted and replaced with the following:

b. Arbitration shall be held in the county of Your residence or place of business unless You have no residence or place of business, then the arbitration will be held in a location as provided under Missouri law.

d. Arbitration is voluntary. You are bound by the arbitration only when You have elected to arbitrate and a lawful and binding arbitration follows.

The following is added to the first paragraph under the TO FILE A CLAIM Section: In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs and follow the claim procedures below. Payment will be made in accordance with this Contract.

#### **MONTANA**

The following is added to the CANCELLATION OF CONTRACT provision: We shall mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to the cancellation by Us. Prior notice is not required if the reason for cancellation is for:

- a. nonpayment of the Contract price;
- b. a material misrepresentation by You to Us; or
- c. a substantial breach of duties by You relating to the Vehicle or its use.

Any cancellation notice must state the effective date and reason for the cancellation.

#### **NEBRASKA**

The following is added to this Contract: **Our performance for breakdowns under this Contract is fully guaranteed by Lyndon Property Insurance Company. You may file a claim directly with the insurance company by writing to: Lyndon Property Insurance Company, 14755 North Outer Forty Road, Suite 400, St. Louis, Missouri 63017. The toll-free number is 1-800-950-6060.**

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding.



## NEVADA

Under CANCELLATION OF Contract- Section 3. Subsection d. is amended as follows:

All other cancellations are subject to a fifty dollar (\$50.00) processing fee provided You request cancellation and not the Service Provider.

The following is added to the Contract:

**THIS CONTRACT IS NOT RENEWABLE.**

Item 3.a. of the CANCELLATION OF CONTRACT provision is deleted and replaced with the following:

a) Cancellations are pro rated based upon term or mileage, whichever is greater.

The following is added to the CANCELLATION OF CONTRACT:

If You are unable to obtain a refund from the Dealer, You may contact Us for the refund. If You cancel this contract within the first thirty (30) days and We do not refund the purchase price of this Contract within 45 days after this Contract is returned. If We fail to refund the purchase price within that time, We shall pay You a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid.

We may cancel this Contract within the first seventy (70) days for any reason. After this Contract has been in effect for seventy (70) days, We may only cancel for one or more of the following reasons:

1. Failure by You to pay an amount when due;
2. Conviction for You for a crime;
3. Discovery of fraud or material misrepresentation by You in obtaining this Contract, or in presenting a claim for service hereunder;
4. Discovery of an act or omission by You or a violation by You of any condition of the Contract, which occurred after the effective date of the Contract and which substantially and materially increases the service required under this Plan;
5. A material change in the nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold.

If We cancel this Contract, We will mail a written notice of cancellation to You at the last known address before the 15th day preceding the effective date of cancellation. A cancellation fee will not be charged if We cancel this Contract.

The TO FILE A CLAIM section is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but, payment will be made in accordance with this Contract.

The following is added to the WHAT IS NOT COVERED Section: This Contract does not cover consequential damages.

## NEW HAMPSHIRE

In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St., Suite 14, Concord, NH 03301-7317.

## NEW MEXICO

The following are changes under CANCELLATION OF CONTRACT:

Item d) is deleted and replaced with the following: All cancellations after thirty (30) days are subject to a \$50.00 cancellation fee.

The following is added to this section:

If this Contract has been in effect for less than seventy (70) days, We may cancel for any reason. After this Contract has been in effect seventy (70) days or more, We may only cancel for one or more of the following reasons:

- a. Your failure to pay an amount when due;
- b. Your conviction of a crime that results in an increase in the service required under this Contract;
- c. Discovery of fraud or material misrepresentation by You in obtaining this Contract or in presenting a claim for service hereunder; or
- d. Discovery of either of the following if it occurred after the effective date of this Contract and substantially and materially increased the service required under the Contract;
  - i. An act or omission by You;
  - ii. A violation by You of any condition of this Contract.

Notice of cancellation will be mailed to You fifteen (15) days prior to the effective date of cancellation. The notice of cancellation will state one of the above mentioned basis of cancellation and will include any reimbursement required. A 10% penalty per month will be added to any refund that is not paid or credited to You within sixty (60) days after the return of this Contract.

## NEW YORK

In New York, the Provider's obligations under this Contract are backed by: Old Republic Insurance Company, Policyholder Services, 14755 N. Outer Forty Rd., Ste. 400, St. Louis, MO 63017, (800) 950-6060.

Section 198b of New York General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used Vehicles with less than 36,000 miles at the time of sale:

- Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used Vehicle with 36,000 miles or more but less than 80,000 miles at the time of sale:

- Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicles with 80,000 miles or more but not more than 100,000 miles at the time of sale:

- Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:

In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

The last paragraph under TERMS AND CONDITIONS is revised to read as follows:

You are entitled to make a direct claim against the insurance company if the Administrator fails to pay any claim, within sixty (60) days after proof of loss has been filed with the Administrator. This Contract is backed by Old Republic Insurance Company, Policyholder Services: 14755 N. Outer Forty Road, Suite 400, St. Louis, MO 63017.

The following is added under the CANCELLATION OF CONTRACT section: A processing fee will not be charged for cancellations within thirty (30) days of purchase.

If this Contract is canceled within the first sixty (60) days without an incurred claim and a refund is not paid or credited within thirty (30) days after the return of the Contract, a ten percent (10%) penalty per month shall be added to a refund.

The following is added to the TERMS AND CONDITIONS section: The use of non-original manufacturers' parts shall comply with state and federal laws.

## **NORTH CAROLINA**

Under CANCELLATION OF Contract- Section 3. Subsection a. 1) is deleted and replaced with the following:

- a. 1) If this Contract is canceled within the first sixty (60) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins, less an administrative fee of fifty dollars (\$50.00) or 10% of the pro-rata refund amount, whichever is less. In the event of cancellation, the lien holder, if any, will be named on a cancellation check as their interests may appear.

## **OKLAHOMA**

Disclosure Statement: This Contract is not issued by the manufacturer or wholesale company marketing the product. This Contract will not be honored by such manufacturer or wholesale company.

The CANCELLATION OF CONTRACT section is deleted in its entirety and replaced with the following:

All requests for cancellation shall be made to the selling Dealer. Upon request for cancellation, submit to the selling Dealer the following:

- 1) a written request for cancellation that includes Your signature,
- 2) a statement of Vehicle mileage at the time of cancellation,
- 3) proof of Contract purchase. Upon receipt of the required information, the Dealer will:
  - a) If this Contract is canceled within the first thirty (30) days, We will refund the entire Contract price paid. If this Contract is canceled after the first thirty (30) days, We will refund an amount of the Contract price according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee of fifty dollars (\$50.00) or ten percent (10%), whichever is less, of the pro-rata refund amount will be applied in this Contract is canceled by You.
  - b) The Administrator agrees to pay the pro-rata unearned refund based on the consideration received from the selling Dealer.
  - c) The selling Dealer agrees to pay the pro-rata unearned portion of the commission originated from the Program sales.

Under the FINANCING AND PAYMENT provisions, the INSTALLMENT PAYMENT provision paragraph is deleted in its entirety and replaced with the following:

### **INSTALLMENT PAYMENT PROVISION**

In the event Your Contract is purchased at a point after You purchased Your Vehicle and You are paying for Your Contract by use of a Retail Installment Contract (or its equivalent) any non-payment will result in a termination or modification of the original Contract terms. If You choose to terminate coverage and receive a refund of any unused portion of the Contract, You must follow the procedures under the CANCELLATION OF CONTRACT section to obtain any refund. As an alternative to a refund You may select to have the expiration date and mileage of the Contract modified to reflect the portion of the Contract that You have paid for. The modified expiration date and mileage of the Contract will be calculated on a pro-rata basis by adding the amount of time and mileage that You have paid to the original in-service date and in-service mileage of the Contract. You may contact the Administrator toll-free at (800) 267-1599 for the modified terms of Your Contract.

## **RHODE ISLAND**

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor Vehicles as follows:

Used Vehicles with less than 36,000 miles at the time of sale:

- Provides coverage for 60 days or 3,000 miles, whichever occurs first.

Used Vehicle with more than 36,000 miles or more but less than 100,000 miles at the time of sale:

- Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Contract:

In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. Furthermore, the definitions, coverages, and exclusions stated in this Contract apply only to this Contract and are not the terms of the required dealer warranty.

## **SOUTH CAROLINA**

The following are changes under the CANCELLATION OF CONTRACT section:

Paragraph a.) is deleted and replaced with the following:

a.) If this Contract is canceled within the first thirty (30) days and no claims have been filed, We will refund the entire Contract charge paid. If this Contract is canceled after the first thirty (30) days or a claim has been filed, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Contract to the Administrator.

Paragraph d.) is deleted in its entirety and replaced with the following:

d.) If We cancel the Contract for any reason other than nonpayment of the Contract charge, material misrepresentation by You, or a substantial breach of duties by You, Administrator shall mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation by the Administrator. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

The following is added to the Vehicle Contract:

Obligations of the Administrator under this Contract are insured under a contractual liability reimbursement insurance policy.

The use of non-original manufacturers' parts shall comply with state and federal laws.

## **TEXAS**

Under the CANCELLATION OF CONTRACT Section, Item 2 and 3 are deleted in their entirety and replaced with the following:

1. You may cancel this Contract at any time by forwarding Your written request directly to Us. An odometer statement indicating the odometer reading at the date of the request for cancellation will be required. If this Contract is canceled by You within the first sixty (60) days and no claims have been filed, We will refund the entire Contract purchase price. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of this Contract to Us. If this Contract is canceled after the first sixty (60) days or a claim has been filed, We will refund the unearned Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using the number of days the Contract was in force prior to cancellation or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50).

2. We may cancel this Contract based on one or more of the following reasons:

(A) non-payment of the Contract purchase price; (B) a material misrepresentation made by You; or (C) a substantial breach of duties by You under the Contract relating to the Vehicle or its use. If this Contract is canceled by Us, We will refund the unearned Contract purchase price to You calculated on a pro-rata basis. The refund will be equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Vehicle was driven prior to cancellation, less a cancellation fee of fifty dollars (\$50).

If We cancel the Contract, We shall mail a written notice of cancellation to You at the last known address before the fifth (5th) day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract price, a material misrepresentation by You, or a substantial breach of duties by You relating to the Vehicle or its use. The notice will state the effective date of cancellation and the reason for cancellation. You may apply for reimbursement directly to Lyndon Property Insurance Company if refund or credit is not paid before the 46th day after the date on which this Contract is returned to the Administrator under Section 1304.158.

## **UTAH**

Note: Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guarantee Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at: State Office Building, Room 3110, Salt Lake City, Utah, 84114-6901.

The first paragraph under the ARBITRATION provision is deleted and replaced with the following:

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM (“NAF”), UNDER THE CODE OF PROCEDURE IN EFFECT AT THE TIME THE CLAIM IS FILED. A COPY OF THE CODE OF PROCEDURE IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY’S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

Item a., under the ARBITRATION provision is deleted and replaced with the following:

If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute. Item d., under the ARBITRATION provision is deleted in its entirety.

The following is added to the Contract:

You may include the Contract price with the financing of the Vehicle or pay the Administrator for the entire amount of the Contract separately.

The following is added to the TO FILE A CLAIM section:

We can be contacted at 1-800-267-1599. For emergency repairs, should a breakdown occur after the Administrator’s normal business hours and the cost of repair is \$350 or less, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges.

The following is added to Reimbursement Option under TO FILE A CLAIM: Failure to file a claim within one hundred eighty (180) days does not invalidate a claim if You show it was not reasonably possible to file within one hundred eighty (180) days.

The following is added to the CANCELLATION OF CONTRACT section:

We may cancel the Contract within the first sixty (60) days for any reason. If the Contract has been in effect for more than sixty (60) days, the Contract may cancel only for one or more of the following reasons:

- a. Nonpayment of Contract price;
- b. Material misrepresentation;
- c. A substantial change in the risk assumed unless We should reasonably have foreseen the change or contemplated the risk when entering the Contract; or
- d. Substantial breaches of Contractual duties, conditions or warranties.

We will mail a cancellation notice which states the reason for cancellation to You at least thirty (30) days (ten (10) days for nonpayment of the Contract price) before the Contract is cancelled. Such cancellation notice will be delivered or mailed by first class mail.

The last paragraph under the ARBITRATION section is deleted and replaced with the following:

IF THIS CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION.

## VERMONT

The ARBITRATION provision is amended to state that arbitration is binding upon the parties only if both parties agree to the arbitration process. Under TO FILE A CLAIM - Section 2, is modified as follows:

In the event of emergency repairs essential to public health, safety or welfare, and You are unable to reach the Administrator outside normal business hours to obtain prior authorization, You may proceed with repairs, but payment will be made in accordance with this Contract.

## WASHINGTON

The following are changes under the TERMS AND CONDITIONS section:

The following definitions are added:

**Service Provider:** means the person that is contractually obligated to this Contract Purchaser/Holder under the terms of this Contract. This Contract is between You and Protective Administrative Services, Inc., Administrative Address: 51 Mill Street, Hanover, MA 02339. Toll Free (800) 267-1599.

**Motor Vehicle/Vehicle:** means the Vehicle covered by this Contract, which is the one identified on the Declarations Page.

**Contract Purchase Price/Provider Fee:** means the price paid by You for the purchase of this Contract.

**Reimbursement Insurance Policy:** means a policy of insurance issued to the Contract Provider to provide reimbursement to the Contract Provider to pay on behalf of the Contract Provider all Contractual obligations incurred by the Contract Provider under the terms of the Contracts issued/sold by Issuing Dealer/Contract Seller.

**Contract:** means this Contract and Your completed Declarations Page.

**Contract Purchaser/Holder:** means the purchaser of this Contract as named in the Declarations Page.

**Issuing Dealer/Contract Seller:** means the person who sells the Contract to the Contract Purchaser/Holder.

**We, Us, Our or Provider:** means the Service Provider.

**You or Your:** means the Contract Purchaser/Holder as named on the Declarations Page.



The last paragraph of under TERMS AND CONDITIONS is deleted and replaced with the following:

You are entitled to make a direct claim against the insurance company. This Contract is guaranteed by policy number 55-WA-VW601-0906 issued by Lyndon Property Insurance Company, 14755 N. Outer Forty Road, Suite 400, St. Louis, Missouri 63017.

The following are changes under the WHAT IS NOT COVERED Section:

The following is added: This Contract does not cover consequential damages.

The following is added to Item 3. under this section: Your failure to perform maintenance must involve the failed part(s).

The cancellation section is deleted in its entirety and replaced with the following:

1) You may cancel this Contract any time.

a. Cancellation requests received within thirty (30) days will receive a full refund unless You return the Contract ten (10) or more days after its purchase in which case a cancellation fee of twenty-five dollar (\$25.00) will be charged. A ten percent (10%) penalty shall be added to any refund that is not paid within thirty (30) days of the return of the Contract to Us.

b. All other cancellations are pro rated based upon term or mileage; whichever is greater. The refund of the unearned premium is less any claim payments that have been approved.

c. All other cancellations requested by You are subject to a twenty-five dollar (\$25.00) cancellation fee.

d. Return to the Dealer, Administrator, or Provider to complete and sign the cancellation forms, or

e. Mail written notice to the Dealer, Administrator, or Provider if You desire to cancel the Contract.

f. You may also contact the insurance company directly for cancellation.

The Administrator agrees to pay on behalf of the Dealer, the unearned refund based on the consideration received from the Dealer.

The Dealer agrees to pay the unearned portion of the commission originated from the Contract sale date.

A notarized odometer statement indicating the odometer reading at the date of the request will be required.

The request for cancellation must be made no later than forty-five (45) days from the date that the cancellation is to become effective, (except in case of repossession, stolen, or totaled Vehicles). The Administrator may request supporting documentation from the primary insurance company or police reports indicating dates and mileage at the time of incident.

2) We may cancel for any reason within the first sixty (60) days. After sixty (60) days We may not cancel this Contract and are fully obligated under the terms of this Contract.

Written Notice of cancellation will be delivered to You at Your last known address at least twenty-one (21) days prior to cancellation by registered mail. The notice shall state the effective date of the cancellation and the true and actual reason for the cancellation and will include any reimbursement required.

The INSTALLMENT PAYMENT Provision is deleted and replaced with the following:

In the event Your Contract is purchased at a point after You purchased Your Vehicle and You are paying for Your Contract by use of a Retail Installment Contract (or its equivalent) any non-payment will result in a termination or modification of the original Contract terms. If You choose to terminate coverage and receive a refund of any unused portion of the Contract, You must follow the procedures under the CANCELLATION section to obtain any refund. As an alternative to a refund You may select to have the expiration date and mileage of the Contract modified to reflect the portion of the Contract that You have paid for. The modified expiration date and mileage of the Contract will be calculated on a pro-rata basis by adding the amount of time and mileage that You have paid to the original in Service date and in Service mileage of the Contract. You may contact the Administrator toll-free at (800) 267-1599 for the modified terms of Your Contract.

The following are changes under the ARBITRATION provision:

Item a. is deleted and replaced with the following:

If You dispute Our determination to deny You benefits under this Contract, You must submit written notice to Us of Your intent to arbitrate that dispute as soon as reasonably possible following Our determination.

Item d. is deleted and replaced with the following:

It is understood and agreed that the arbitration shall be binding upon the parties and that the state of Washington is the jurisdiction of any civil action in connection with this Contract.

The following language is deleted from the Arbitration provision:

IF THIS CONTRACT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

The following is added to the TO FILE A CLAIM Section:

For emergency repairs, should a breakdown occur after the Administrator's normal business hours and the cost of repair is \$350 or less, the pre-authorization requirement is amended. The Administrator must still be contacted the first working day following the Breakdown. Such unauthorized repair claims will be subject to adjustment in cases of excessive parts or labor charges. For repairs exceeding \$350, contact the Administrator on the next business day at (800) 267-1599.

## **WISCONSIN**

THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

Under TO FILE A CLAIM, is deleted and replaced with the following:

Obtain Authorization from the Administrator – Prior to any repair being made instruct the Service Manager at the repair facility to contact the Administrator to obtain an authorization for the claim. Failure to obtain authorization prior to having repairs made may jeopardize coverage under this Contract. In the event of emergency repairs, and You are unable to obtain prior authorization, the burden is on You to retain replaced parts and prove that authorization could not be obtained and that the repair is covered under this Contract. For such emergency repairs Your claim will not be denied solely for the lack of prior authorization.

The amount authorized by the Administrator is the maximum amount that will be paid for repairs covered under the terms of this Contract. Any additional amount must receive prior approval.

Under PAYMENT OR REIMBURSEMENT OF CLAIMS – Once authorization is obtained and the repair is completed, all repair invoices and documentation must be submitted to the Administrator as soon as reasonably possible.

The ARBITRATION provision is amended as follows:

- Arbitration is voluntary and non-binding and both parties must agree to the arbitration process.

The following are changes under the CANCELLATION OF CONTRACT section:

The first paragraph of this section is deleted and replaced with the following:

All requests for cancellation shall be made to the selling Dealer or Administrator. Upon request for cancellation, submit the following:

Items 3) a-d are deleted in their entirety and replaced with the following:

3) proof of warranty purchase. Upon receipt of the required information:

- a. Cancellations are pro-rated based upon term or mileage, whichever is greater.
  - 1) If a request is made within thirty (30) days of purchase, a full refund will be allowed.
  - 2) If a request is made after thirty (30) days of purchase, a pro-rata refund percentage figure will be provided.
- b. The Administrator agrees to pay the pro-rata unearned refund.
- c. All other cancellations are subject to a fifty dollar (\$50.00) processing fee.

Under WHAT IS NOT COVERED, the first all capped paragraph is deleted and replaced with the following:

Failure to obtain authorization prior to having repairs made may jeopardize coverage under this Contract.

## **WYOMING**

Under CANCELLATION OF CONTRACT, paragraph d.) is amended as follows:

d.) A cancellation made after thirty (30) days is subject to a fifty dollar (\$50.00) processing fee.

The ARBITRATION provision is amended to state that arbitration is voluntary and nonbinding and Item d. of the ARBITRATION provision is deleted in its entirety.

The last three paragraphs under the CANCELLATION/TRANSFER section are deleted and replaced with the following:

- If a lending institution has financed the purchase of this Contract and the Contract is cancelled by You, the refund check will be made payable to the lending institution and You jointly.
- If the Vehicle is repossessed by the lien holder, or if the Vehicle is either totaled or an unrecovered theft, the refund check will be made payable to the lien holder and You jointly.
- All appropriate refund checks not involving a lien holder will be made payable to You.

<i>SERFF Tracking Number:</i>	<i>PRTB-125907293</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lyndon Property Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PRTX VSC 11/08</i>		
<i>TOI:</i>	<i>21.6 Motor Vehicle Service Contracts</i>	<i>Sub-TOI:</i>	<i>21.6000 Motor Vehicle Service Contracts</i>
<i>Product Name:</i>	<i>PRTX VSC 11/08</i>		
<i>Project Name/Number:</i>	<i>PRTX VSC 11/08/PRTX VSC 11/08</i>		

## **Rate Information**

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>PRTB-125907293</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Lyndon Property Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>PRTX VSC 11/08</i>		
<i>TOI:</i>	<i>21.6 Motor Vehicle Service Contracts</i>	<i>Sub-TOI:</i>	<i>21.6000 Motor Vehicle Service Contracts</i>
<i>Product Name:</i>	<i>PRTX VSC 11/08</i>		
<i>Project Name/Number:</i>	<i>PRTX VSC 11/08/PRTX VSC 11/08</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	12/01/2008
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### Comments:

### Attachment:

AR NAIC Forms Trans.pdf

## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	

<b>5. Company Tracking Number</b>	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>				

Filing information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing title)</b>				
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:		Renewal:	
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>				
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="height: 300px; border: 1px solid black;"></div>	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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